

Lebowitz



Comptroller General  
of the United States

218224

Washington, D.C. 20548

## Decision

**Matter of:** Federal Contract Specialists, Inc.

**File:** B-257045

**Date:** April 25, 1994

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### DECISION

Federal Contract Specialists, Inc. protests the award of a contract to Pete Vicari General Contractor, Inc. by the Department of the Navy under invitation for bids No. N62467-92-B-0769.

The protest, as filed with our Office, does not establish a basis for challenging the agency's action and, accordingly, must be dismissed.

The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3556 (1988). Our role in resolving bid protests is to ensure that the statutory requirements for full and open competition are met. Brown Assocs. Mgmt. Servs., Inc.--Recon., B-235906.3, Mar. 16, 1990, 90-1 CPD ¶ 299.

To achieve this end, our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds of a protest, 4 C.F.R. § 21.1(c)(4) (1993), and that the grounds stated be legally sufficient. 4 C.F.R. § 21.1(e).

Here, the protester argues that the agency should have rejected the awardee's bid as nonresponsive. In this regard, the protester essentially complains that the awardee's bid bond<sup>1</sup> is of questionable enforceability because the surety's power of attorney, authorizing the named attorney-in-fact to execute the bid bond on behalf of the surety, thus binding the surety to the terms of the bid bond, was a photocopied, not an original, document.

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<sup>1</sup>Because the protester does not argue otherwise, it appears that the awardee's bid bond, for 20 percent of its bid price, contained an original signature of its principal and an original signature of the attorney-in-fact who executed the bid bond on behalf of the corporate surety, and was embossed with the surety's corporate seal.

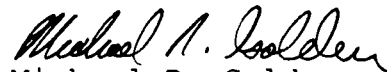
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However, the record shows that the photocopied power of attorney authorizing the named attorney-in-fact to execute the bid bond on the surety's behalf was signed, notarized, embossed with the surety's corporate seal, and contained a statement that:

"the signatures of such officers and the seal of the [corporate surety] may be affixed to any such Power of Attorney . . . by facsimile [i.e., photocopy], and any such Power of Attorney . . . bearing such facsimile signatures or facsimile seal shall be valid and binding upon the [corporate surety] when so affixed and in the future with respect to any bond . . . to which it is attached."

We have recently held that a photocopied, as opposed to an original, power of attorney which contains language of the above-stated nature, is valid and binding according to its own terms. Services Alliance Sys., Inc., B-255361, Feb. 22, 1994, 94-1 CPD ¶ 137. In this case, based on the above-referenced language, we believe the photocopied power of attorney submitted with the awardee's bid bond was a valid document authorizing the attorney-in-fact to execute the bid bond on behalf of the surety, thus binding the surety to the terms of the bid bond. Accordingly, we have no basis to question the enforceability of the awardee's bid bond or the agency's acceptance of the awardee's bid.

The protest is dismissed.

  
Michael R. Golden  
Assistant General Counsel